

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 17-449

Agenda No. 10-N

Approved: MAY 24 2017

TITLE:



RESOLUTION AUTHORIZING THE EXECUTION OF AN AGREEMENT BETWEEN THE CITY OF JERSEY CITY AND JERSEY CITY SUPERVISORS ASSOCIATION

COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION :

WHEREAS, a tentative agreement has been entered into after bargaining sessions by and between the City of Jersey City and the Jersey City Supervisors Association; and

WHEREAS, it is the desire of the Municipal Council of the City of Jersey City to approve the attached Memorandum of Agreement covering the contractual term from January 1, 2015 through December 31, 2018; and

NOW, THEREFORE, BE IT RESOLVED, by the Municipal Council of the City of Jersey City that the Memorandum of Agreement attached hereto, entered into by and between the City of Jersey City and Jersey City Supervisors Association, is hereby approved and the Mayor or Business Administrator is hereby authorized to sign a formal labor contract on behalf of the City of Jersey City in accordance with the attached Memorandum of Agreement.

RJK
5/17/17

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: _____

Business Administrator

Corporation Counsel

Certification Required ☐

Not Required ☐

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 5.24.17											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
GADSDEN	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V. - Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

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RESOLUTION FACT SHEET - CONTRACT AWARD

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

**RESOLUTION AUTHORIZING THE EXECUTION OF AN AGREEMENT BETWEEN THE
THE CITY OF JERSEY CITY AND THE JERSEY CITY SUPERVISORS ASSOCIATION**

Project Manager

Department/Division	Administration	
Name/Title	Bob Kakoleski	Business Administrator
Phone/email	201-547-5147	rjkakoleski@jcnj.org

Note: Project Manager must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Contract Purpose

Seeking approval on a new four (4) year contract with the Jersey City Supervisor's Association

Wages:

1/1/15 - \$1,400

1/1/16 - \$1,400

1/1/17 - \$1,800

1/1/18 - \$1,850

Cost (Identify all sources and amounts)

Contract term (include all proposed renewals)

January 1, 2015 - December 31, 2018

Type of award

N/A

If "Other Exception", enter type

Additional Information

Benefit Changes:

3 tier prescription program: \$5 generic/\$25 Preferred Brand/\$35 Non-Preferred Brand

ER Co-Pay: \$50 (was \$25)

Out of Network: 70% Fair Health Reimbursement Schedule (was 80%)

Out Network Deductible: \$250 single/\$500 employee - dependent or family...was \$100/\$250

I certify that all the facts presented herein are accurate.

Signature of Department Director

Date

5/16/17

MEMORANDUM OF AGREEMENT

-between-

JERSEY CITY SUPERVISORS' ASSOCIATION ("JCSA")

-and-

CITY OF JERSEY CITY ("Jersey City")

Jersey City and JCSA (collectively "Parties") hereby agree to the following terms and conditions of employment for a successor collective negotiations agreement ("Agreement").

This Memorandum of Agreement ("MOA") is subject to ratification by the membership of JCSA and final approval of Jersey City's Municipal Council. The amendments set forth in this MOA shall be effective upon ratification by the membership of JCSA and final approval of Jersey City's Municipal Council.

The MOA adopts the current labor contract between the Parties for the period July 1, 2011 through December 31, 2014, subject to the amendments set forth herein. The provisions of the current labor contract are changed only to the extent indicated herein and remain otherwise unchanged and in full force and effect until changed.

This MOA is also subject to all laws and regulations of the State of New Jersey, including, but not limited to, the Employer-Employee Relations Act and the New Jersey Civil Service Act as well as the regulations promulgated pursuant to these Acts.

A. Article 1/Recognition.

1. Supervising Clerk/Clerk 4 shall be added to Appendix A.
2. Insert the following clause between the first and third sentences in Section C: "Any employee hired or promoted into any and all titles specified in Section B (above) will automatically become eligible members of JCSA and these titles shall be governed by this Agreement."

B. Article 3/Incentive System. Replace the word "Union" with "Union President or designee"

C. Article 5/Retirement and Terminal Leave.

1. Add "unused compensatory time" to the first sentence of Section B.

2. Insert the following clause between the first and third sentences of Section B: "All unused compensatory time shall be reported to the Payroll Department when it is accrued."
 3. Amend Section G to include the following sentence: "The estate of an employee hired on or after 7/1/13, shall be paid up to a maximum of \$15,000, for unused vacation, sick , personal, compensatory and any other contractual days earned, provided that at the time of death the employee was an active employee with Jersey City."
- D. Article 6/Non-Discrimination. Add the following clause to Article 6: "Jersey City agrees not to enter into any other agreements or contracts with JCSA members, as defined in Article 1 of this Agreement, individually or collectively, which in any way conflict with the terms and conditions of this Agreement."
- E. Article 8/Personal Days. Replace "one (1) year of service" with "six (6) months of service" in Section B.
- F. Article 9/Management Rights. Replace "one (1) days' notice" to "2 days notice" in the First Sentence of Section C.
- G. Article 10/Bereavement Leave. Add the following clause to Section B: "Unless, for reasons where the deceased relative cannot be interned, cremated, entombed, etc., within the four (4) consecutive days following their passing, the Employee can exercise the consecutive four (4) day period at any time up to thirty (30) days after the relative's passing."
- H. Article 13/Dues, Check Off, Representation Fee. The Parties agree to meet within 3 months of the date that Jersey City implements its new Human Resources software system to address the following issues: (1) electronic transfer of union dues into a designated JCSA bank account and (2) the compilation of lists and information regarding JCSA membership, including promotional, transfers, demotions, retirements, etc. of JCSA members.
- I. Article 14/Work Hours and Overtime.
1. Replace Section C(3) with the following language: "Employees who work during a State of Emergency covering the City of Jersey City, as declared by the Governor of New Jersey, will received double pay for all hours worked during the State of Emergency."
 2. Add the following clause to Section C(4): "Employee who are recalled or called-in for non-emergency work (e.g., trainings, seminars) shall received 150% pay for all

hours worked during the recall regardless of whether the 40 hour threshold has been met.”

3. Replace “Overtime” with “All overtime” in Section C(6).

J. Article 16/Health and Safety.

1. Add the following language to Section C: “If, at any time, there is an infestation at any worksite at which JCSA membership are assigned, such that that worksite is deemed unsafe, Jersey City shall provide the effected JCSA members with a safe alternate worksite. If no such safe alternate worksite is available, the effected JCSA members shall not report to work and shall suffer no loss in pay until: (a) a safe alternate worksite is made available; or (b) the original worksite is made safe. During any period of non-reporting due to infestation, the effected JCSA members shall be available by phone and e-mail and shall, at Jersey City’s discretion, work from home during their normal hours, if determined to be feasible. Should a JCSA member transport any infestation to their residence, Jersey City shall supply or arrange, at no cost to the Employee, for extermination of the infestation from the residence.
2. Replace “seventy-five dollars per year” with “one hundred dollars per year in Section F.
3. Add the following clause to Section F: “Jersey City has no obligation, other than as set forth above, for cleaning and maintenance of uniforms. Only clothing articles, including shoes or boots, provided by Jersey City will be considered a mandated part of a uniform. The City shall replace any part(s) of a uniform that becomes non-wearable or non-functioning. If Jersey City cannot immediately provide the Employee with a replacement article and the Employee does not have any other of the same articles available, the Employee does not have to wear that article of the uniform, pending provision of the replacement article by Jersey City.”

- K. Article 17/Seniority. Replace Section A with the following language: “For all Employees in JCSA on the date that this Successor Agreement becomes effective, seniority shall be defined as the Employee’s total length of service with Jersey City, beginning with their date of hire. For Employees that become JCSA members after the date that this Successor Agreement becomes effective, seniority shall be defined as the Employee’s total length of service in a supervisory title with Jersey City.

- L. Article 20/Non-Contractual Grievance Procedure. Replace all references to “days” with “business days”

M. Article 21/ Contractual Grievance Procedure.

1. Replace all references to "days" with "business days"
2. Replace Section C(3)(b) with the following language: "No arbitration hearing shall be scheduled sooner than 21 days after the decision of the Business Administrator at Step Two. In the event that the aggrieved elects to pursue Civil Service Commission remedies, the arbitration request shall be deemed withdrawn and the outcome the Civil Service Commission proceeding, including any appeals, shall be binding on the Parties."
3. Replace Section C(3)(b) with the following language: "The Arbitrator's decision shall be final and binding on all parties and shall become effective as soon as practical under the circumstances. If either party exercises their right to appeal the Arbitrator's decision to the Superior Court, the Arbitrator's decision shall be stayed pending resolution of any such appeals."

N. Article 23/Sick Leave.

1. Replace "two hundred dollars (\$200.00)" with "two hundred fifty dollars (\$250.00)" for attendance bonus in Section F.
2. Replace Section G with the following language: "JCSA and Jersey City shall maintain the practice of the JCSA disability pool that become effective on or about January 1, 2007. The Parties acknowledge that the current practice and procedures is the same as Jersey City maintains for its management employees. Upon notification to Payroll, new JCSA members shall immediately begin having days deducted from their bank of accrued sick days. Employees shall be eligible to use the JCSA disability pool upon becoming a member of JCSA provided that they have contributed sick days to the disability pool. No later than July 1st of each year, Jersey City shall report to JCSA the following information: (a) total number of days currently in the disability pool; (b) JCSA members owing days to the disability pool, including the number of days owed by each JCSA member; and (c) the number of disability pool days utilized by each JCSA member during the prior twelve months."

- O. Article 25/Out-of-Title Work. Replace Section B with the following language: "Where an employee is assigned to perform the duties of a higher classified position, that employee shall be considered in an 'out-of-title' capacity and shall receive an additional \$10.00 dollars for each full day of such 'out-of-title' service."

P. Article 26 (Insurance, Health and Welfare).

1. ER Co-Pays: The co-pay for Emergency Room visits shall be increased to \$50, unless the employee is admitted to the hospital, in which case the co-pay shall be waived.
2. Out-of-Network Deductibles and Reimbursements: The employee shall meet the following deductibles prior to reimbursement for any out-of-network medical services: (1) \$250 annually for individuals and (2) \$500 annually for spouses, parent/child, family or any other non-individual plan. Once the above out-of-network deductible(s) are met, reimbursements for out-of-network services shall be made at 70% of the usual, customary, and reasonable charges based on the FAIR Health rate schedule.
3. Prescription Medications: The co-pays for prescription medications shall be a three-tier program: (1) Generic - \$5; (2) Preferred Brand - \$25; (3) Non-Preferred Brand - \$35 and shall only include medications on National Preferred Formulary Program list. It is mandatory the employee shall accept, when available, the generic version of a prescription medication. Prescription coverage does not include compound medication unless, upon appeal exercised by the employee, it is determined that the compound prescription is medically necessary and there is no other alternative prescription.

Q. Article 27 (Wages/Salary Increases):

1. 2015 – \$1,400 (retroactive to January 1, 2015)
2016 – \$1,400 (retroactive to January 1, 2016)
2017 – \$1,800 (retroactive to January 1, 2017)
2018 – \$1,850 (effective January 1, 2018)

R. Articles 32 (Supervising Public Safety Telecommunicators) and 33 (Supervising Fire & Ambulance Dispatchers):

1. Paragraph 32(L) and Article 33 shall be deleted in their entirety due to the merger of the Communications Center.
2. Change Title of Article 32 to “Public Safety Civilian Supervisors Working Rotating Shift Schedules”
3. Amend Paragraph A to read as follows: “For purposes of this Article, ‘Employees’ are those supervisors who work a rotating shift schedule within the Department of Public Safety (i.e., Supervising Public Safety Telecommunicators, Supervising Security Systems Operators and Supervising Fire and Ambulance Dispatchers).”

4. Add the following language to Paragraph B: "All Employees under this Article are considered Essential Personnel. Essential Personnel who work during a State of Emergency covering the City of Jersey City, as declared by the Governor of New Jersey, will receive double pay of all hours worked during the State of Emergency."
 5. Change Title of Paragraph E to "Mutual Swaps & Tour Exchanges" and replace current language with the following: "Mutual Swaps are limited to twelve (12) per year and must be reimbursed within one (1) month of the swap. The Director of Communications must approve all Mutual Swaps, upon three (3) days notice, including the date that the Mutual Swap will be paid back. Tour exchanges can be used, at the option of the Employee, in lieu of overtime for another day off. Use of the repayment days shall be scheduled by mutual agreement of the Employee and Management."
 6. Replace current language in Paragraph H with the following: "Personal days may be used before or after the day of a Holiday, Vacation, etc. Compensatory days, however, cannot be used before or after the day of a Holiday, Vacation, etc. and must be used within twelve (12) months of the date earned. Employees must also provide 24 hours notice prior to use of a compensatory day, which must be approved by the Director of Communications."
 7. Replace reference to "April 15th" with "May 1st" in Section I.
 8. Add the following sentence to Section I: "Any vacation request submitted after May 1st or in excess of to (2) weeks will be given fair consideration."
 9. Add Section M with the following language: "Seniority. Tour pick will be determined on an annual basis, on or about January 1st, and priority shall be given to Employees in order of seniority. For purposes of seniority under this Article, seniority will be based on time serving in a supervisory titled within the Department of Public Safety. Permanent Supervisors will have priority over Provisional Supervisor in tour assignments."
- S. Article 33 (New Article for Parking Enforcement Supervisors).
1. Article 33 (formerly Supervising Fire & Ambulance Dispatchers) shall be reestablished to address Parking Enforcement Supervisors ("PE Supervisors").
 2. Essential Personnel: "PE Supervisors, except those assigned to the Permit Division, are considered Essential Personnel. PE Supervisors, who are considered Essential Personnel, and work during a State of Emergency covering the City of Jersey City, as declared by the Governor of New Jersey will receive double pay of all hours worked during the State of Emergency."

3. Work Hours/Schedule:

- (a) PE Supervisors shall work a 40 hour week with a one hour lunch and two 15 minute breaks.
 - (b) PE Supervisors shall work staggered shifts depending on their supervisory responsibilities. These shifts will run between 5:00 AM and 11:30 PM.
 - (c) PE Supervisors assigned to street sweeping shall work 4 ten hour shifts per week (Monday, Tuesday, Thursday & Friday; off Wednesday) from 5:30 AM to 3:30 PM. All lunch and break periods shall be adjusted accordingly.
 - (d) PE Supervisors may be scheduled Monday to Saturday, with Sunday and one other day off each week. Saturday assignments shall be made on a rotating basis.
 - (e) PE Supervisors vacation, sick and personal time earned/used shall be based on hours worked, not days worked (e.g., street sweeping supervisors who takes a ½ day off will be charged 5 hours, not 4 hours).
4. Personal Days: PE Supervisors may not take consecutive personal days but may take personal days before/after holiday, sick day, or vacation day.
5. Vacations: PE Supervisors summer vacation requests (June 15th to September 15th) shall be submitted by May 1st and will be approved based on seniority. PE Supervisors shall be limited to two (2) weeks of summer vacation time (June 15th to September 30th) provided that they have accrued sufficient vacation days. Any vacation request submitted after May 1st or in excess of to (2) weeks will be given fair consideration.
6. Call-In/Out Procedures: PE Supervisors taking a sick or personal day shall be required to call in at least two (2) hours prior to the start of their shift. PE Supervisors taking a single use vacation day shall be required to call in at least 48 hours prior to the start of their shift.
7. Notification: PE Supervisors shall supply the Director of the Parking Enforcement Division with a valid working telephone number and address. PE Supervisors are required to report, in writing, any arrest, or summons issued in lieu of an arrest, upon reporting for work the day following the incident. This requirement shall not apply to motor vehicle offenses, but does apply to DUI/DWI offense.
8. Seniority: Seniority shall be used for scheduling of hours, scheduling of overtime and approval of time off. If a PE Supervisor was hired on or about January 1,

2015, their seniority date will be the date of enrollment in the Public Employees' Retirement System ("PERS"). For all other PE Supervisors, their seniority date will be the date of their membership in JCSA.

9. Uniforms/Maintenance:

- (a) PE Supervisors shall be provided with equipment and articles of clothing as follows:
 - (i) Enforcement Division: 4 Black Pants, Grey Shirt (button down) both long sleeve and short sleeve (4 of each), Black Tie for long sleeve shirt, Belt, Name Embroidered on Shirt on right side, Badge Number embroidered on the left side, Baseball Cap, Badges, Badge Holder, Blouer Jacket, Yellow Safety Vest, Yellow Rain Jacket, Boots.
 - (ii) Operations Division: 4 BDU type Pants, 4 Grey T-Shirts with JCPE on Back and name and Operations Division on the front (for summer), 4 Grey Sweatshirts (same as above for winter), Belt, 6 way yellow jacket, Baseball Cap, Boots.
- (b) PE Supervisors shall be provided with \$100 annually for maintenance and cleaning of articles of clothing.
- (c) When any of above clothing articles are destroyed or damaged beyond repair while in the performance of workplace duties and related activities, they will be replaced with a new article.
- (d) The Parties shall also devise a system whereby PE Supervisors may have their equipment inspected to determine whether the equipment needs to be replaced or is no longer serviceable.
- (e) The City or its supplier will maintain an inventory of various sizes of clothing and equipment to ensure that Parking Enforcement Employees will be able to have damaged articles quickly replaced.

T. ARTICLE 34/NEW ARTICLE TO ADDRESS DPW SUPERVISORS

- 1. Holidays: DPW Supervisors required to work on a holiday (as defined by Article 15) shall receive double pay for all hours worked, regardless of whether the forty (40) hour threshold is reached.
- 2. Essential Personnel: DPW Supervisors assigned to the Department of Public Works and in the following divisions shall be considered Essential Personnel: (a)

Neighborhood Improvement; (b) Parks & Forestry; (c) Buildings & Streets; (d) Sanitation; and (e) Automotive.

3. For purposes of this Article, DPW Supervisors in the above referenced divisions are considered "DPW Field Supervisors".
4. Boots: DPW Field Supervisors shall receive a work boot allowance of up to \$100 annually provided that proof of payment is submitted to the DPW Director. These DPW Field Supervisors shall wear their work boots at all times while in the field.
5. Uniforms: DPW Field Supervisors shall receive the following uniform articles: (a) 4 shirts; (b) 4 pants and (c) 1 winter jacket and must wear these uniforms at all times while in the field. Jersey City shall be responsible for cleaning and maintenance of these uniforms. If Jersey City, at its option, ceases to clean and maintain said uniforms, DPW Field Supervisors shall be entitled to \$100 annually for cleaning and maintenance, which shall be pro-rated for any partial year. When any of above uniform articles becomes destroyed or damaged beyond repair, while in the performance of workplace duties and related activities, they will be replaced with a new article.
6. Work Hours/Schedule:
 - (a) DPW Supervisors shall work a 40 hour week with a one hour lunch and two 15 minute breaks.
 - (b) DPW Supervisors shall work staggered shifts depending on their supervisory responsibilities. These shifts will run between 5:00 AM and 11:30 PM.
 - (c) DPW Supervisors assigned to street sweeping shall work 4 ten hour shifts per week (Monday, Tuesday, Thursday & Friday, off Wednesday) from 5:30 AM to 3:30 PM. All lunch and break periods shall be adjusted accordingly.
 - (d) DPW Supervisors may be scheduled Monday to Saturday; with Sunday and one other day off each week.
 - (e) DPW Supervisors vacation, sick and personal time earned/used shall be based on hours worked, not days worked (e.g., street sweeping supervisors who takes a 1/2 day off will be charged 5 hours, not 4 hours).

U. Article 35 (Old Article 34)/Miscellaneous.

1. Replace "Department of Personnel" with "Department of Human Resources" in Section G.

2. Eliminate Section I in its entirety.
 3. Add new Section as follows: "Jersey City will comply with the provisions of N.J.S.A. 40A:11-4.5(c) with respect to competitive bidding for any services currently being provided by JCSA members."
 4. Essential Personnel, as identified in this Agreement, are considered critical to the continuation of operations and services in the event of a suspension of normal operations for any reason. Essential Personnel shall be required to perform such services, notwithstanding their normal work schedule, that are determined by their Department Director to be critical to the functioning of Jersey City. Essential Personnel will be notified via phone by the Department Director of their activation and they must report to work when notified or as soon as feasible after notification. Essential Personnel must remain on duty as directed in order to ensure the uninterrupted delivery of services, unless directed or permitted to do otherwise by their Department Director.
- V. Article 36 (Old Article 35)/Term and Renewal: The term of the new Agreement shall be from January 1, 2014 to December 31, 2018. Bargaining for a Successor Agreement shall commence on or about October 1, 2018.

SO AGREED:

FOR JERSEY CITY:

Robert J. Kakoleski,
Business Administrator

4/20/17

Dated:

Scott W. Carbone, Esq.,
Assistant Corporation Counsel

Dated:

4/26/17

FOR JCSA:

Patrice Lambert,
President

Dated: 4-20-17

Deborah M. Murray,
Vice President

Dated:

4-20-17